

# **CITY OF SAN ANTONIO**

## **Purchasing and General Services Department**



### **HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFP 05-015")**

**for**

**RINGDOWN AND PAGING SYSTEM FOR THE SAN ANTONIO  
INTERNATIONAL AIRPORT FIRE DEPARTMENT**

**NOVEMBER 18, 2004**

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## I. PURPOSE

The City of San Antonio ("City") is seeking Competitive Sealed High Technology Proposals from qualified Respondents interested in providing a state-of-the-art information technology system for a Ringdown and Paging System (RPS) to be located at the San Antonio International Airport (SAT) as described in this Request for Competitive Sealed Proposals (RFP).

The RPS will provide a communication link between the control tower and the Airport Fire Station. By replacing the current system, SAT seeks to enhance the safety of the Airport and meet federal, state, and local laws governing airport operations.

The City will use the responses assembled from this RFP to evaluate desired functionality, requirements and cost(s) to determine the best proposal.

## II. DEFINITIONS

**City Staff.....** Includes other city staff from Legal, Purchasing and Information Technology Services Departments

**Ringdown.....** A means for the Federal Aviation Administration Air Traffic Control Tower (FAA ATCT) to alert the Airport Fire Station of an aircraft emergency.

**RPS.....** Ringdown and Paging System

**SAT.....** San Antonio International Airport

**User.....** Patron, customer

## III. SCOPE OF SERVICES

The City of San Antonio Aviation Department, which operates the San Antonio International Airport wishes to replace the current ringdown and paging system at the Airport Fire Station that has outlived its service life.

The system shall meet FAA AC50/5210-7C, and automatically operate various devices including the apparatus bay doors, a kitchen equipment shut-off, and the alert speakers.

Services shall include system design, parts procurement, installation, including any additional wiring required, acceptance testing, system documentation, training, one-year warranty with 24x7 telephone support, and removal of the obsolete system.

## IV. WARRANTY & SUPPORT

The contractor will be required to provide one-year 7/24 hour support, training, documentation, parts and labor on all components of the system installed.

## V. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the **San Antonio International Airport Fire Station located at 1750 Skyplace Blvd., San Antonio, TX 78216 on December 13<sup>th</sup>, 2004 at 10:00 AM CST**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date, will be posted on the City's website at [http://www.sanantonio.gov/pgs/procure/bid\\_oppt.asp](http://www.sanantonio.gov/pgs/procure/bid_oppt.asp).

## VI. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFP. These dates are only estimated dates and are subject to change:

- RFP Issued/Advertised November 16, 2004
- Vendors Submit Letter of Intent November 29, 2004
- Questions Due from Vendors 4:30PM December 6, 2004
- Pre-proposal Conference 10:00AM December 13, 2004
- Distribute Answers to Questions (Estimated) December 20, 2004
- Proposals Due 2:00 PM, December 27, 2004
- City Council Award dependent upon final negotiations. TBD

## VII. FUNDING OUT CLAUSE

In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the successful vendor written notice stating that the City of San Antonio failed to appropriate funds.

## VIII. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- that the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- that the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

## **IX. RESTRICTIONS ON COMMUNICATION**

Once the RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Proposals, with the following exceptions:

- A) Questions concerning this RFP shall be directed, in writing only, to the Purchasing and General Services Department attn: Marc Ripley, Buyer, at 131 W Nueva, San Antonio, TX 78283. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at (210-207-7814) or to [mripley@sanantonio.gov](mailto:mripley@sanantonio.gov). No inquiries or questions will be answered if received after 4:30 PM CST. August 23, 2004, to allow ample time for distribution of answers and/or amendments to this RFP.
- B) Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.
- C) The City reserves the rights to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

## **X. ADDITIONAL PROVISIONS**

### **A) Ownership and Licenses**

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf

of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

**B) Certifications**

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

- C) Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local “handles” will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate (or other registered business entities) and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller’s Taxpayer Number on the signature page of the Proposal.
- D) If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Purchasing and General Services shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- E) All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- F) All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

- G) Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **XI. SUBMISSION OF PROPOSALS**

### **A) Location and Time:**

Respondent shall submit **SIX (6)** copies of the Sealed Proposal, the original signed in ink, in a sealed package with “RFP 05-015” “HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR AIRPORT FIRE STATION RINGDOWN & PAGING SYSTEM” clearly marked on the front of the package. All Proposals must be received in the City Clerk’s office no later than **2 p.m. central time December 27, 2004** at the address below. Any Proposal received after this time shall not be considered.

#### **Mailing Address:**

City Clerk’s Office

Attn: RFP “HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR RINGDOWN AND PAGING SYSTEM”

P.O. Box 839966,

San Antonio, Texas 78283-3966

#### **Physical Address:**

City Clerk’s Office,

Attn: RFP “HIGH TECHNOLOGY REQUEST FOR COMPETITIVE SEALED PROPOSAL FOR RINGDOWN AND PAGING SYSTEM SYSTEM ”

100 Military Plaza

2<sup>nd</sup> floor, City Hall

San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

### **B) PROPOSAL FORMAT:**

Each proposal shall be typewritten and submitted on 8 ½” x 11” white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾” around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

## **XII. EVALUATION CRITERIA**

### **A) MINIMUM EVALUATION CRITERIA**

Minimum Evaluation Criteria reflect those standards or attributes that the City considers essential to the satisfactory performance of the contract. The City will use the Minimum Evaluation Criteria to assist in identifying “responsive” proposals (those containing all of the required forms and information and offering all of the requested supplies and services in the RFP) and to identify

vendors who are “responsible” (those who possess the capability, integrity and reliability to perform under the contract.)

The City will evaluate each proposal to determine whether it meets all Minimum Evaluation Criteria. Responses to the Minimum Evaluation Criteria Questions must be unconditionally “Yes” or “No.” Written validation of vendor’s responses may be requested at any time during this process.

**Note: If a proposal fails to satisfy any one of the Minimum Evaluation Criteria, the proposal will automatically be eliminated from all further consideration.**

- \_\_\_\_\_ 1. Does your proposal provide references for at least three customers who have installed a similar system, including one that meets the size and criteria noted in the References and Qualifications section (page 10)?
- \_\_\_\_\_ 2. Has an authorized representative of your firm signed the proposal where required and returned each of the following forms as part of the proposal?
  - Ethics Ordinance Required Disclosures Form
  - Litigation Disclosure Form
  - Insurance Requirements
  - Indemnification Requirements

## **B) VENDOR EVALUATION**

Vendor responses will be scored on a one hundred point scoring system. Each evaluative section will be assigned a maximum number of points that may be scored.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated will include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

The successful vendor will be determined by a series of measures and stages. Vendor must meet a set of minimum evaluation criteria in order to be considered. Complete answers to the RFP will be the first indicator of how well a vendor meets the needs of the SAT. The RFP will be scored on a one hundred-point scale as outlined below. Each vendor will be scored and a vendor selected for negotiations.

•System Description	30%
•Project Organization/Schedule	10%
•References and Qualifications	15%
•Price	25%
•SBEDA	20%
<b>TOTAL</b>	<b>100%</b>



### **XIII. PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence:

**A) LETTER OF TRANSMITTAL**

A Letter of Transmittal must be included with each proposal. It must be signed by an authorized representative. The Letter of Transmittal must include the typed name of the company submitting the proposal, the signature, name and title of the person authorized to contractually obligate the organization, the names, titles, and telephone numbers of the persons to be contacted for clarification of the proposal, a statement explicitly stating acceptance of the requirements, terms, and conditions within this Request for Competitive Sealed Proposal, and a statement acknowledging receipt of any and all amendments to this Request for Competitive Sealed Proposal.

**B) EXECUTIVE SUMMARY**

The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

**C) SYSTEM DESCRIPTION**

The technical description of the proposed system to meet the requirements set forth in Attachment I. It shall include a section responding specifically to the performance capabilities required in section 5 of Attachment I. Include any optional feature not described in the specifications that may be of interest to the City for its operations of the RPS.

**D) PROJECT ORGANIZATION/SCHEDULE**

This section shall present the organization of the project team, including an organizational chart, any subcontractor responsibility on the project, the approach that Respondent will take to complete the project, as well as a proposed project schedule.

**E) REFERENCES AND QUALIFICATIONS**

**1. COMPARABLE INSTALLATIONS**

The vendor must demonstrate that it has made comparable installations. Evaluators will use the responses to any additional customer information requested, and interviews with current customers to form the rating for comparable installations. List any specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

**2. VENDOR PROFILE**

SAT is looking for a vendor that demonstrates a long term potential for providing excellent service and products. The vendor must demonstrate its technical qualifications for this project, customer responsiveness and commitment to quality personnel. Include any information on

company resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

3. VENDOR MARKET PERFORMANCE

Provide detailed information on the background of Respondent, any relevant experience as it relates to the scope of services contemplated by this RFP.

4. VENDOR PERSONNEL

Provide resumes of key personnel for services that Respondent proposes to perform. Please include the length of service with your firm for these employees. Indicate the amount of time they will be expected to work with SAT during implementation and on an ongoing basis. Note any key personnel who are actually consultants with your firm instead of employees.

5. CUSTOMER REFERENCES

The vendor should provide at least 3 references for similar work, preferably from airports, giving a contact name, address, telephone number, email address, and description of the type of system installed by Respondent and services performed by Respondent.

**F) PRICING SCHEDULES** (Attachment E)

List all costs and fees associated with the provision of services by Respondent. Submit a detailed cost of the proposed system. The cost should be clearly itemized by groups. The groups should be totaled to represent total system price including all equipment, software, support, maintenance and any other cost related to the purchase. Any "Optional" cost proposed for items not required by the RFP scope are to be identified and listed in a separate group and NOT included in the total system price.

**G) RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE** (Attachment A)

Completed Respondent Qualification General Questionnaire.

**H) DISCRETIONARY CONTRACTS DISCLOSURE** (Attachment B)

Completed Discretionary Contracts Disclosure Form. If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

**I) LITIGATION DISCLOSURE** (Attachment C)

Completed Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

**J) SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY REQUIREMENTS** (Attachment D)

Completed SBEDA forms.

The SBEDA evaluation points will be awarded as follows:

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
  - i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
  - ii. One percent (1%) for meeting/exceeding the MBE goal.
  - iii. One percent (1%) for meeting/exceeding the WBE goal.
  - iv. One percent (1%) for meeting/exceeding the AABE goal.
  - v. One percent (1%) for meeting/exceeding the SBE goal.

**K) INSURANCE** (Attachment F)

If selected, Proposer will be required to provide the insurance requirements listed therein.

**L) INDEMNIFICATION REQUIREMENTS** (Attachment G)

Proposer must read and agree to the City's Indemnification requirements as stated in the attached document. Any modifications or omissions to this clause could result in disqualification. Any exceptions to this indemnification must be clearly stated.

**M) BROCHURES**

Include any brochures and/or other relevant information about Respondent you wish the City to consider in its selection.

**N) PROPOSAL CHECKLIST** (Attachment H)

Completed proposal checklist.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to complete and provide any of these documents may result in the respondent's proposal being deemed non-responsive and therefore disqualified from consideration.

**O) AMENDMENTS TO RFP**

Changes or amendments to this RFP, if required, will be posted on the City's website at [http://www.sanantonio.gov/pgs/procure/bid\\_oppt.asp](http://www.sanantonio.gov/pgs/procure/bid_oppt.asp). It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. Vendor should print any amendments or addenda and include this in the proposal response.

**XIV. STANDARD CONTRACT**

Negotiations will be undertaken with the vendor whose proposal best meets the needs of City. These negotiations with City will result in a formal contract between the parties. The contract initiated as a result of this will be a maximum price contract with a not-to-exceed amount from which the vendor shall be paid for the effort expended, the products delivered, or services provided.

The contract will contain, but is not limited to, the following terms and conditions. Notwithstanding the foregoing, these terms and conditions will be conditioned for actual scheduled work segments, such as phased implementations and payments, deliverables, and total completion.

If, in the opinion of the City, contract negotiations with the selected vendor cannot be concluded within a reasonable time frame following the selected vendor's receipt of a draft contract, the City may, in its discretion, immediately discontinue negotiations with the selected vendor and commence negotiations with the vendor who received the next highest number of evaluation points.

**XV. PERFORMANCE & PAYMENT BOND**

Contractor shall provide a payment bond in the full amount of the contract price as security for all persons supplying labor and material in the performance of this contract. Contractor shall also provide a performance bond in the full amount of the contract price. The performance bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The performance bond shall further guarantee the principal's performance of all terms and obligations under this contract. Each bond must be furnished within (10) days of notification and prior to commencement of work under this contract. Said bonds shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bonds must be in a form acceptable to City. Said bonds must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bonds to bind the surety. These bonds must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53.

**XVI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A)** City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B)** City reserves the right to, at any time and in its sole discretion, reject any and all proposals received as a result of this request, or to negotiate separately with any and all competing vendors.
- C)** The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- D)** City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

- E) City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- F) No work shall commence until City signs the contract document(s) and Respondent(s) provides the bonds and necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Council.
- G) This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- H) If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- I) Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- J) Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment B)
- K) Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- L) Best and final offer

The City reserves the right to pursue Best and Final Offers and may choose to do so with a short list of Proposer(s) based on initial proposal scoring. Only selected vendors meeting the standards determined by the City may submit a Best and Final Offer. In the event that Best and Final Offers are requested, the City will notify qualified vendors in writing. All responses to the Best and Final Offer must be submitted in writing. The City will not consider any proposal not submitted in writing.

**ATTACHMENT “A”****RESPONDENT QUALIFICATION  
GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone/FAX: \_\_\_\_\_
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization’s ability to carry out its proposal?  
Yes\_\_\_\_ No\_\_\_\_
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes\_\_\_\_ No\_\_\_\_
6. Where is the Company’s corporate headquarters located? \_\_\_\_\_
7. Does the Company have an office located in San Antonio, Texas?  
Yes\_\_\_\_ No\_\_\_\_  
  
If the answer to the previous question is “yes”, how long has the Company conducted business from its San Antonio office?  
\_\_\_\_\_(years)    \_\_\_\_\_(months)
8. State the number of full-time employees at the San Antonio office. \_\_\_\_\_
9. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?  
Yes\_\_\_\_ No\_\_\_\_  
  
If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?  
\_\_\_\_\_(years)    \_\_\_\_\_(months)
10. State the number of full-time employees at the Bexar County office. \_\_\_\_\_
11. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes\_\_\_\_ No\_\_\_\_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

13. Surety Information

- a. Have you or the Company ever had a bond or surety canceled or forfeited? Yes ( ) No ( ).
- b. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. \_\_\_\_\_
- \_\_\_\_\_

14. Bankruptcy Information

- a. Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
- b. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

15. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT “B”**  
**CITY OF SAN ANTONIO**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State “Not Applicable” for questions that do not apply.*

*\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

disclose in connection with a proposal for a discretionary contract:  
the identity of any **individual** who would be a party to the discretionary contract:

the identity of any **business entity** that would be a party to the discretionary contract:

**and** the name of:

any individual or business entity that would be a **subcontractor** on the discretionary contract;

**and** the name of:

any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

the identity of any **lobbyist** or **public relations firm** employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.



dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b>	<b>Title:</b>  <b>Company:</b>	<b>Date:</b>

**ATTACHMENT “C”**  
**LITIGATION DISCLOSURE**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**ATTACHMENT “D”****SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)****1. SMALL BUSINESS PARTICIPATION**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City’s discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

**2. DEFINITIONS related to the Small Business Economic Development Advocacy Provisions:**

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES’s category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE’s category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

A. 3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>15%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>3%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement,

Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

**Prime Contractor Y** compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

4. **List of Subcontractors Required**

Proposals shall include a List of Subcontractors (ATTACHED), which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

## LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, \_\_\_\_\_, as part of the procedure for the submission of bid/proposals on a project known as \_\_\_\_\_, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	REASON FOR REJECTION

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT “E”**  
**PRICING SCHEDULE**

State any and all fees proposed to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

Provide separate and detailed in the following format:

- 1) System Cost – Parts (including a Main Component Parts List)
- 2) System Cost - Installation
- 3) Training Cost
- 4) Maintenance and Support Cost Per Year (each for years 2 through 5)
- 5) Other Cost
- 6) Optional Features Cost

## ATTACHMENT “F”

### INSURANCE REQUIREMENTS

The basic required types of insurance are workers compensation, employer’s liability, commercial general liability and business auto. Prior to the commencement of any work in connection with this contract, or the execution date of this contract, whichever occurs first, Contractor must, in consultation with an licensed Insurance Agent or Broker obtain coverage, in amounts and types of coverage, verified by the Agent or Broker, to be good and sufficient to indemnify the Contractor and City, in consideration of the Scope of Services to be provided herein and the terms, conditions and limitations of standard forms of insurance coverage available and acceptable to the City’s Risk Manager.

Contractor shall furnish an original completed Certificate(s) of Insurance to the City’s Managing Department and City Clerk’s Office, and shall be clearly labeled “insert name of project/contract” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by the Agent or Broker authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to City’s Managing Department and the City Clerk’s Office, and no officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

Such submission shall be accompanied by letter, memorandum or document, authenticated by the Agent’s/Broker’s letterhead, logo or emblem, to include the Agent’s/Broker’s business address and telephone number, and signed by the Agency’s principal or Contractor’s Broker of Record. Such letter, memorandum or document must opine that Contractor’s insurance is good and sufficient to meet the terms and conditions of the Contract. Such letter must further assert that all types and amounts of insurance held or applied for by Contractor are consistent with sound business practices, to indemnify the Contractor and City , as required elsewhere in this contract, and to the extent permitted by coverage afforded under said policies of insurance or self-insurance.

Based upon the proposed activity by Contractor, at the sole discretion of the City’s Risk Manager and contingent upon changes in legislation, case law or extenuating circumstances surrounding this contract, additional insurance requirements, including types and amounts, may also be imposed for the remaining life of the contracting period. Contractor will be required to meet such additional insurance requirements, and/or obtain such additional insurance when and where possible.

In the event that contractor is self-insured, or carries a self-insured retention equal to or greater than \$100,000 U.S. currency, contractor will furnish at Contractor’s sole expense, in lieu of a standard ACORD Certificate, evidence sufficient to establish self-insured status acceptable to City’s Risk Manager. Such evidence requested may include, but not be limited to, certified financial documentation of indemnity reserves, legal reserves, IBNR reserves, annual financial statements or reports to contractor’s stockholders and/or Board of Directors; methods, standards and operating procedures for the acceptance, handling and dispensation of claims; loss histories and summaries of litigation not in violation of attorney client privilege.



The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to request modification of insurance coverage and their limits when deemed legally unavoidable or necessitated by circumstances surrounding this contract by City's Risk Manager. Such requests will be based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

The facsimile of Insurance, whether a standard ACORD form for commercially purchased policies, or evidence of self-insurance shall be verified by the Contractor's licensed Insurance Agent or Broker prior to the commencement of any work or the execution date of a contract, whichever occurs first. Said facsimile shall be submitted, upon notification to Contractor of Contract Award, and in any event, no less than 10 days prior to Contract execution, evidence of good and sufficient insurance to meet the terms and conditions of the City's Contract.

All such Insurance Certificates or facsimiles are subject to review, question, verification, additional requirements, and approval or denial by City's Risk Manager.

If Contractor fails to secure and maintain insurance required under this Contract, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under this Contract. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsements. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor or its subcontractors' performance of the work covered under this Contract.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio  
(Managing Department)  
ATTN: (Project Officer)

P.O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
City Clerk's Office

City Hall-Second Floor  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**ATTACHMENT "G"**  
**INDEMNIFICATION REQUIREMENTS**

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

## ATTACHMENT “H” PROPOSAL CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its proposal.

Document	Check or Initial to Indicate Document is Attached to Proposal
Executive Summary	
Respondent Qualification General Questionnaire (Attachment <b>A</b> in RFP)	
*Discretionary Contracts Disclosure (Attachment B in RFP)	
Litigation Disclosure (Attachment <b>C</b> in RFP)	
Small Business Economic Development Policy (Attachment <b>D</b> in RFP)	
Pricing Schedule (Attachment <b>E</b> in RFP)	
Insurance Requirements (Attachment <b>F</b> in RFP)	
References and Qualifications (Proposal Requirements Section of RFP) résumés of key personnel 3 references	
*Annual Financial Statement ( <i>Must have signature</i> )	
Proposal Checklist (Attachment <b>H</b> in RFP)	
*Letter of Transmittal	
SIX (6) Copies of Proposal	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**